

Gina M. Zippilli, Esq., Attorney I.D. 89789  
**CAPEHART & SCATCHARD, P.A.**  
8000 Midlantic Drive, Suite 300  
Mount Laurel, New Jersey 08054  
Attorneys for Defendant, LM General Insurance Company  
Improperly pled as Liberty Mutual Insurance Company

①

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

QUINZELL CHAMPAGNE,

Plaintiff,

vs.

LIBERTY MUTUAL INSURANCE  
COMPANY,

Defendant.

CIVIL ACTION NO.

NOTICE OF REMOVAL

**FILED**

**JUL 17 2018**

KATE BARKMAN, Clerk  
By VIA Dep. Clerk

Pursuant to 28 U.S.C. 1446, 1441(b), and 1332, Defendant, LM General Insurance Company, improperly pled as Liberty Mutual Insurance Company, hereby removes this action, which is currently pending in the Court of Common Pleas, Philadelphia County under June Term 2018, Case I.D. 180603370 to the United States District Court for the East District of Pennsylvania.

Grounds for removal are appropriate as follows:

1. Complaint – Plaintiff filed a Major Jury Underinsured Complaint which seeks alleged breach of alleged contract and damages for not acting in good faith. (See generally, Complaint, attached as Ex. A. § 21). Plaintiff also seeks additional “delay” damages under Pa.R.Civ.Proc. 238 (See Ex. A § 22.)

A Major Jury action is filed when Plaintiffs seek more than \$50,000 in damages and Plaintiff alleges extra contractual claims and damages under Pa.R.Civ.Proc. 238.

Plaintiff's Complaint, which allege, unjustly, Defendant did not act in good faith renders this case one that is well over the \$75,000 diversity requirement.

2. Basis for this Court's Jurisdiction – This Court has diversity jurisdiction pursuant to 28 U.S.C. 1332, which provides in pertinent part:

*28 U.S.C. 1332, Diversity of citizenship; amount in controversy; costs*

(a) The district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$ 75,000, exclusive of interest and costs, and is between—

(1) Citizens of different States;

\*\*\*

(c) For the purposes of this section and section 1441 of this title [28 USCS § 1441]-

(1) a corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state where it has its principal place of business  
...

As explained above, the allegations satisfy the \$75,000 requirement set forth in 28 U.S.C. 1332(a).

Likewise, diversity of citizenship also exists. Here, Plaintiff resides at 1021 Guenther Avenue, Yeadon, PA 19050 and is thus a citizen and resident of Pennsylvania. Defendant, LM General Insurance Company, on the other hand, is incorporated in Illinois and has its corporate office in Illinois and thus is considered a citizen of Illinois. As such, diversity of citizenship is established and removal under 1332 appropriate.

3. Timeliness of Removal - The Summons and Complaint were served on Liberty on July 5, 2018. This Notice of Removal was timely filed with the 30 days allotted for removal pursuant to 28 U.S.C. 1446(b).

4. Pleadings and Process – Pursuant to 28 U.S.C. 1446(a), a copy of all process; pleadings; and all other documents with which the Defendant was served, and which were filed with the Court of Common Pleas, Philadelphia County are attached as Ex. B.

5. Notice Given – Defendant will simultaneously serve written notice of the filing of this Removal as required by 28 U.S.C. 1446(d), and will file a copy of this Notice with the Clerk of Common Pleas Court, Philadelphia County once an index number is assigned.

**WHEREFORE**, Defendant respectfully requests this case be removed from the Court of Common Pleas, Philadelphia County to the United States District Court for the Eastern District of Pennsylvania, and that this Court grant any and all other appropriate relief.

Respectfully submitted,

**CAPEHART & SCATCHARD, P.A.**

By: 

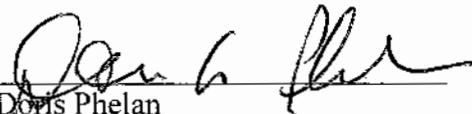
Gina M. Zippilli, Esq.  
Attorneys for Defendant,  
LM General Insurance Company

Dated: July 16, 2018

**CERTIFICATE OF SERVICE**

I hereby certify that on July 16, 2018, I caused the Notice of Removal to be filed with the clerk of the United States District Court for the Eastern District of Pennsylvania and to be sent by first class mail to Plaintiff's counsel as follows:

Frank Breitman, Esquire  
Sillers, Langsam & Weitzman  
Two Penn Center Plaza, Suite 1410  
15<sup>th</sup> and John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19102

  
Doris Phelan

**EXHIBIT A**

SILVERS, LANGSAM & WEITZMAN, P.C.

By: Frank Breitman, Esquire - #35506  
Two Penn Center Plaza, Suite 1410  
15<sup>TH</sup> & John F. Kennedy Boulevard  
Philadelphia, PA 19102  
(215) 227-2727

MAJOR NON JURY  
ASSESSMENT OF DAMAGES  
HEARING IS REQUIRED

Attorney for Plaintiff

QUINZELL CHAMPAGNE

1021 Guenther Avenue  
Yeadon, PA 19050

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

TERM, 2018

VS.

LIBERTY MUTUAL INSURANCE COMPANY  
111 S. Independence Mall East, Suite 606  
Philadelphia, PA 19106

NO.:

CIVIL ACTION COMPLAINT  
1C - CONTRACT

1. Plaintiff, Quinzell Champagne, is a citizen of the Commonwealth of Pennsylvania presently residing at 1021 Guenther Avenue, Yeadon, PA 19050.

2. Defendant, Liberty Mutual Insurance Company (hereinafter "Liberty"), is an insurer licensed to conduct business and issue policies of insurance within the Commonwealth of Pennsylvania and which regularly, continuously and systematically conducts business within Philadelphia County. At all times relevant hereto, Liberty maintained an office at 111 S. Independence Mall E, Suite 606, Philadelphia, PA 19106.

3. On or about November 4, 2016, at approximately 8:00 p.m., the Plaintiff, was the operator of a motor vehicle which was lawfully travelling on 19<sup>th</sup>

Street at or near its intersection with Market Street, all within the City and County of Philadelphia, Commonwealth of Pennsylvania.

4. At the same date, time and place, Maritza Ramos-Mercado (tortfeasor), was the owner and operator of a Jetta motor vehicle which was travelling behind Plaintiff vehicle on 19<sup>th</sup> Street.

5. While traveling on 19<sup>th</sup> Street, Defendant, Maritza Ramos-Mercado failed to appropriately stop and/or slow down behind Plaintiff's vehicle and crashed into the rear of the Plaintiff's in such a violent manner as to cause Plaintiff serious personal injuries set forth at length below.

6. The aforesaid collision was caused solely by the negligence and carelessness of the tortfeasor, Maritza Ramos-Mercado, and was not due to any act or failure to act on the part of the Plaintiff.

7. As a direct and proximate result of the negligence and carelessness of the tortfeasor, the Plaintiff, was severely jolted, and subsequently experienced pain and stiffness to his body; more specifically he has suffered and continues to suffer more serious injuries, including but not limited to; cervical strain and sprain, thoracic sprain and strain, lumbar sprain and strain, cervical radiculopathy and neuropathy; anxiety and shock, together with various other injuries, the exact extent of which are unknown at this time, but may be and probably are of a permanent nature with disabilities and loss of function.

8. By reason of the aforesaid negligence and carelessness of the tortfeasor, the Plaintiff, has been in the past and may in the future be obliged to

expend large sums of money for medicines and medical attention, in and about endeavoring to treat and cure himself of his aforesaid injuries.

9. The Plaintiff further avers that as a result of the aforesaid occurrence, he has in the past and may in the future be unable to attend to his normal and usual duties, affairs, avocations and occupations, to his great financial damage and loss.

10. The Plaintiff, further avers that as a result of the aforesaid collision, he has suffered a serious impairment to his body function, such that he has suffered not only an impairment to one, or more, of his body functions, but said injuries and impairment have had a significant impact upon his ability to perform his normal, usual and customary duties and functions.

11. The Plaintiff further avers that as a result of the negligence and carelessness of the tortfeasor, he has in the past and may in the future suffer severe physical pain, mental anguish concomitant with his physical injuries, humiliation and loss of life's pleasures.

COUNT ONE

QUINZELL CHAMPAGNE V. LIBERTY MUTUAL INSURANCE COMPANY  
BREACH OF CONTRACT

12. Plaintiff, incorporates by reference, the allegations of paragraphs one (1) through eleven (11), as if the same were set forth at length herein pursuant to Pa.R.C.P. 1019(g).



13. At the time of the collision, the tortfeasor, Maritza Ramos-Mercado, did not have motor vehicle insurance adequate to compensate the Plaintiff, for his injuries sustained as a result of the subject collision due to the negligence and carelessness of this tortfeasor.

14. At the time of the collision, the Plaintiff was the owner and operator of an automobile insured by the Defendant, Liberty Policy No. AOS-288-117867-7065 ("the policy"). A copy of the applicable policy information is attached as Exhibit "A."

15. At the time Plaintiff purchased the policy, he elected to purchase underinsured motorist benefits to protect him in situations where he sustained injuries as the result of the negligence and carelessness of underinsured tortfeasors.

16. As a result of Plaintiff's selection of underinsured motorist benefits, he paid, and the Defendant accepted, increased premium payments.

17. On or about November 8, 2017, Plaintiff notified Defendant, Liberty, of his intention to pursue an underinsured motorist claim in accordance with the policy of insurance he maintained with Liberty.

18. Defendant, Liberty, has failed objectively and fairly to evaluate the Plaintiff's claim thereby breaching the contract of insurance with the Plaintiff.

19. Defendant, Liberty, has failed promptly to offer payment of the reasonable and fair value of the claim to the Plaintiff thereby breaching the contract with the Plaintiff.

20. Defendant, Liberty, failed reasonably to investigate Plaintiff's claim inasmuch as a thorough and proper inquiry would have revealed that Plaintiff sustained serious and permanent injuries to his cervical and lumbar spine, thereby breaching the contract with the Plaintiff.

21. As the insurer of the Plaintiff, Defendant, Liberty, owes a fiduciary, contractual and statutory obligation to him to investigate, evaluate and negotiate his underinsured motorist claim in good faith and to arrive at a prompt, fair and equitable settlement.

22. For the reasons stated above, Defendant, Liberty, has violated its obligations under the policy of insurance and breached its contract of insurance by not tendering to Plaintiff the underinsured motorist benefits which Plaintiff claims are reasonably due to him under the factual circumstances of this case as described herein and incorporated pursuant to Pa.R.C.P. 1019(g).

WHEREFORE, Plaintiff, Quinzell Champagne, demands judgment against the Defendant, Liberty, for an amount in excess of Fifty Thousand Dollars (\$50,000.00), together with damages for delay as permitted by Rule 238, those costs that are permitted by Court Rule and included in a Bill of Costs, and any other damage that is permitted by the Court or by Court Rule.

SILVERS, LANGSAM & WEITZMAN, P.C.

BY 

FRANK BREITMAN, ESQUIRE  
Attorney for Plaintiff

VERIFICATION

I, Quinn Changye, hereby state that I am the plaintiff in this action and verify that the statements of fact made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. The undersigned understands that this Verification is made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities

✓  
Signed:

Quinn Changye  
Plaintiff

Dated:

07-27-18

**EXHIBIT B**



## Notice of Service of Process

Transmittal Number: 18394114  
Date Processed: 07/05/2018

Primary Contact: Bruce Buttaro  
Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116

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Entity:	Liberty Mutual Insurance Company Entity ID Number 1765547
Entity Served:	Liberty Mutual Insurance Company
Title of Action:	Quinzell Champagne vs. Liberty Mutual Insurance Company
Document(s) Type:	Notice and Complaint
Nature of Action:	Contract
Court/Agency:	Philadelphia County Court of Common Pleas, Pennsylvania
Case/Reference No:	003370 June 2018
Jurisdiction Served:	Pennsylvania
Date Served on CSC:	07/05/2018
Answer or Appearance Due:	20 Days
Originally Served On:	Liberty Mutual on 07/05/2018
How Served:	Client Direct
Sender Information:	Frank Breitman 215-227-2727

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC  
251 Little Falls Drive, Wilmington, Delaware 19808-1874 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

Court of Common Pleas of Philadelphia County  
Trial Division

## Civil Cover Sheet

For Prothonotary Use Only (Docket Number)

JUNE 2018

003370

E-Filing Number 1806060548

PLAINTIFF'S NAME  
QUINZELL CHAMPAGNEDEFENDANT'S NAME  
LIBERTY MUTUAL INSURANCE COMPANYPLAINTIFF'S ADDRESS  
1021 GUENTHER AVENUE  
YEADON PA 19050DEFENDANT'S ADDRESS  
111 S. INDEPENDENCE MALL EAST SUITE 606  
PHILADELPHIA PA 19106

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

PLAINTIFF'S NAME

DEFENDANT'S NAME

PLAINTIFF'S ADDRESS

DEFENDANT'S ADDRESS

TOTAL NUMBER OF PLAINTIFFS

1

TOTAL NUMBER OF DEFENDANTS

1

COMMENCEMENT OF ACTION

☒ Complaint☐ Petition Action☐ Notice of Appeal☐ Writ of Summons☐ Transfer From Other Jurisdictions

AMOUNT IN CONTROVERSY

☐ \$50,000.00 or less☒ More than \$50,000.00

COURT PROGRAMS

☐ Arbitration☐ Jury☒ Non-Jury☐ Other:☐ Mass Tort☐ Savings Action☐ Petition☐ Commerce☐ Minor Court Appeal☐ Statutory Appeals☐ Settlement☐ Minors☐ W/D/Survival

CASE TYPE AND CODE

10 - CONTRACTS OTHER

STATUTORY BASIS FOR CAUSE OF ACTION

RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)

FILED  
PRO PROTHY

JUN 27 2018

A. SILIGRINI

IS CASE SUBJECT TO  
COORDINATION ORDER?

YES

NO

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: QUINZELL CHAMPAGNE

Papers may be served at the address set forth below.

NAME OF PLAINTIFF/PETITIONER'S/APPELLANT'S ATTORNEY

FRANK BREITMAN

ADDRESS

SILVERS, LANGSAM & WEITZMAN PC  
TWO PENN CENTER - SUITE 1410  
15TH STREET & JFK BLVD  
PHILADELPHIA PA 19102

PHONE NUMBER

(215) 227-2727

FAX NUMBER

(215) 563-6617

SUPREME COURT IDENTIFICATION NO.

35506

E-MAIL ADDRESS

FBreitman@myphillylawyer.com

SIGNATURE OF FILING ATTORNEY OR PARTY

FRANK BREITMAN

DATE SUBMITTED

Wednesday, June 27, 2018, 11:59 am

FINAL COPY (Approved by the Prothonotary Clerk)

**SILVERS, LANGSAM & WEITZMAN, P.C.**

By: Frank Breitman, Esquire - #35506  
Two Penn Center Plaza, Suite 1410  
15<sup>TH</sup> & John F. Kennedy Boulevard  
Philadelphia, PA 19102  
(215) 227-2727

THIS IS A MAJOR CASE

ASSESSMENT OF DAMAGES  
HEARING IS REQUIRED

ATTORNEYS FOR PLAINTIFF

**QUINZELL CHAMPAGNE**

1021 Guenther Avenue  
Yeadon, PA 19050

VS.

**LIBERTY MUTUAL INSURANCE COMPANY**

111 S. Independence Mall East, Suite 606  
Philadelphia, PA 19106

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

TERM, 20

NO.:

**COMPLAINT - CIVIL ACTION**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Philadelphia Bar Association  
Lawyer Referral  
and Information Service  
One Reading Center  
Philadelphia, PA 19107  
(215) 238-6333

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta presentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociación de Licenciados  
de Filadelfia  
Servicio de Referencia e  
Información Legal  
One Reading Center  
Filadelfia, Pennsylvania 19107  
(215) 238-6333

Gina M. Zippilli, Esq., Attorney I.D. 89789  
**CAPEHART & SCATCHARD, P.A.**  
8000 Midlantic Drive, Suite 300  
Mount Laurel, New Jersey 08054  
Attorneys for Defendant, LM General Insurance Company  
Improperly pled as Liberty Mutual Insurance Company

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**FILED**

**JUL 17 2018**

KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk

QUINZELL CHAMPAGNE,

Plaintiff,

vs.

LIBERTY MUTUAL INSURANCE  
COMPANY,

Defendant.

**IN THE COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY**

**DOCKET NO. 180603370**

**NOTICE TO COMMONWEALTH OF  
REMOVAL**

Defendant, LM General Insurance Company, improperly pled as Liberty Mutual Insurance Company, hereby gives notice of the removal of this action to the United States District Court for the Eastern District of Pennsylvania. Both the Notice of Removal of Suit and the Notice of Removal are attached, and were filed in the Eastern District of Pennsylvania.

Respectfully submitted,

**CAPEHART & SCATCHARD, P.A.**

By: \_\_\_\_\_

Gina M. Zippilli, Esq.  
Attorneys for Defendants

Dated: \_\_\_\_\_



**CERTIFICATE OF SERVICE**

I hereby certify that on July 17, 2018, I caused the Notice to Commonwealth of Removal to be filed electronically in the Court of Common Pleas, Philadelphia and to be sent by first class mail as follows:

Frank Breitman, Esquire  
Sillers, Langsam & Weitzman  
Two Penn Center Plaza, Suite 1410  
15<sup>th</sup> and John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19102

\_\_\_\_\_  
Doris Phelan

**FILED**

**JUL 17 2018**

KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk

Gina M. Zippilli, Esq., Attorney I.D. 89789  
**CAPEHART & SCATCHARD, P.A.**  
8000 Midlantic Drive, Suite 300  
Mount Laurel, New Jersey 08054  
Attorneys for Defendant, LM General Insurance Company  
Improperly pled as Liberty Mutual Insurance Company

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

QUINZELL CHAMPAGNE,

Plaintiff,

vs.

LIBERTY MUTUAL INSURANCE  
COMPANY,

Defendant.

CIVIL ACTION NO.

**FILED**

**JUL 17 2018**

KATE BARKMAN, Clerk  
By \_\_\_\_\_ Dep. Clerk

**NOTICE OF REMOVAL  
TO PLAINTIFFS**

Plaintiff, Quinzell Champagne, by and through their attorney, Frank Breitman, Esq., Silvers, Langsam & Weitzman, P.C. are hereby notified that on July 20, 2018, Defendant, LM General Insurance Company, improperly pled as Liberty Mutual Insurance Company, filed the attached Notice of Removal with the United States District Court for the Eastern District of Pennsylvania.

**CAPEHART & SCATCHARD, P.A.**

By: \_\_\_\_\_

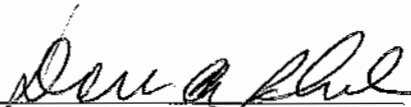
Gina M. Zippilli, Esq.  
Attorneys for Defendant,  
LM General Insurance Company


Dated: July 16, 2018

**CERTIFICATE OF SERVICE**

I hereby certify that on July 16, 2018, I caused the Notice of Removal to Plaintiff to be sent to Plaintiff's counsel by first class mail as follows:

Frank Breitman, Esquire  
Sillers, Langsam & Weitzman  
Two Penn Center Plaza, Suite 1410  
15<sup>th</sup> and John F. Kennedy Boulevard  
Philadelphia, Pennsylvania 19102

  
Doris Phelan

**FILED**  
**JUL 17 2018**  
KATE BARKMAN, Clerk  
By  Dep. Clerk